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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

SEP - 5 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
)
Petition of WorldCom, Inc., Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)

CC Docket No. 00-218

REBUTTAL TESTIMONY OF MICHAEL J. LEHMKUHL
(Issue IV-25)

013

September 5, 2001

TABLE OF CONTENTS

Issue IV-251

1 **ISSUE IV-25**

2 *Should the Interconnection Agreement include detailed provisions regarding the Calling*
3 *Name (CNAM) database which Verizon must make available as an unbundled network*
4 *element? (Attachment III, Sections 13.6 through 13.6.7.5).*

5
6 **Q. Please state your name and your employer.**

7 A. My name is Michael J. Lehmkuhl. I am employed by Worldcom, Inc.
8 (“WorldCom”) as a Regulatory Specialist for Operator Services. My current business
9 address is 601 South 12th Street, Arlington, Virginia, 22202.

10
11 **Q. Are you the same Michael J. Lehmkuhl who provided direct testimony on**
12 **August 17, 2001?**

13 A. Yes.

14
15 **Q. What is the purpose of your current testimony?**

16 A. The purpose of my testimony is to respond to the Direct Testimony of Margaret
17 Detch, Susan Fox, Steve Gabrielli, Nancy Gilligan, Richard Rousey, Alice Shocket, and
18 Vincent Woodbury, on behalf of Verizon, dated August 17, 2001.

19
20 **Q. Could you please summarize WorldCom’s position on this issue?**

21 A. Yes. WorldCom believes it is entitled to “batch” or “full” access to Verizon’s
22 CNAM database in bulk, downloadable format. Verizon’s refusal to provide such access
23 is non-discriminatory, and puts WorldCom at a serious competitive disadvantage.

1 **Q. Could you please summarize Verizon’s direct testimony on this issue?**

2 A. In the Direct Testimony, Verizon states that access to the CNAM database cannot
3 be provided in full or batch access because the database contains names and numbers of
4 subscribers of other local exchange carriers (“LECs”) in addition to information regarding
5 Verizon Virginia subscribers. Verizon also contends that they do not have the
6 technological means to provide a download and that Verizon is only obligated to provide
7 access to the CNAM database as a switch query through the SS7 network. Finally,
8 Verizon asserts that a transfer of the entire CNAM database will compromise customer
9 proprietary information and nullify the safeguards implemented by Verizon to prevent the
10 misuse of the CNAM database.

11

12 **Q. Should Verizon be permitted to limit MCIIm’s access to the CNAM database**
13 **to per query or per “dip” access because the database includes information from**
14 **other local exchange carriers?**

15 A. No. Verizon has provided no persuasive argument that MCIIm should only have
16 access to the CNAM database on a limited basis. First, in its Direct Testimony, Verizon
17 fails to demonstrate how the inclusion of the number of customer lines, and the data from
18 other LECs located in Verizon’s CNAM database, suggests that MCIIm should only have
19 access to the CNAM database on a per query basis. See Verizon VA’s Direct Testimony
20 on Mediation Issues (Categories I and III through VII) Unbundled Network Elements
21 (hereinafter referred to as “Verizon Direct Testimony”) at 13.

22 Verizon’s assertions regarding the field information it gathers (number of lines,
23 etc.) from other CLECs for use in its CNAM database are irrelevant. If, as Verizon

1 claims, it only uses this database for the provision of calling name services, it would only
2 need to collect and record the 15 digit identifier, the automatic number identification
3 (“ANI”), and the privacy indicator. Verizon Direct Testimony at 16. Verizon does not
4 indicate why it collects and keeps other extraneous information in its CNAM database.

5 What is clear, however, is that Verizon should not be able to use the fact that it
6 collects this unused information to prevent WorldCom from gaining nondiscriminatory
7 access to the CNAM database. MCIIm is not interested in the extraneous information
8 Verizon may have included in its CNAM database, but does want nondiscriminatory
9 access to the same CNAM data Verizon uses to provide calling name service to its own
10 customers. Only by receiving the data in a downloadable format, and allowing MCIIm to
11 create its own database, will MCIIm be free to offer this service in the same manner as
12 does Verizon, and to provide any telecommunications service as it is entitled to provide
13 under the Act.

14
15 **Q. How does MCIIm respond to Verizon’s claim that they do not have the**
16 **technological means and processes for a CNAM download?**

17 A. Verizon fails to provide any support for their claim that they do not have the
18 technological ability or processes to provide a full CNAM download. Verizon Direct
19 Testimony at 14. The PUCs in Michigan and Georgia have ordered Ameritech-Michigan
20 and BellSouth respectively to provide batch access to the CNAM database.¹ In response

¹ The Michigan and Georgia state commissions have ordered that the CLECs must have full access to the ILEC CNAM databases. See In the Matter of the Application of Ameritech Michigan for Approval of Cost Studies and Resolution of Disputed Issues Related to Certain UNE Offerings, Case No. U-12540 at 21 (March 2001) and Petition of MCImetro Access Transmission Services, LLC and MCI MCIIm Communications, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with

1 to the Michigan PUC's Order, Ameritech Michigan has already developed a process by
2 which the CNAM database is made available to other LECs in a bulk format.² While
3 MCIIm does not agree with the restrictions and pricing Ameritech Michigan proposes
4 there, the basic technical parameters for such a process are available and thus technically
5 feasible.

6 Further, if what Verizon states in its testimony is true, it seems reasonable that as
7 long as data from other LECs can be entered into and manipulated in its CNAM database,
8 that information can just as easily be extracted. For example, once a LEC's contract to
9 store the CNAM information ends, Verizon must have a means of extracting that data
10 from the CNAM database. Verizon has not explained why information cannot be
11 extracted or manipulated by Verizon when it transfers the full CNAM database to MCIIm.

12 The technical feasibility of offering this database in a downloadable format is not
13 a new phenomenon. Rather, it is obvious from Verizon's testimony that if Verizon has
14 the capability of adding and deleting entries in its CNAM database, it should have the
15 ability to extract the data for purposes of making the information available as a download.
16

17 **Q. Has Verizon raised this issue of the technical feasibility of providing a**
18 **database via a download before?**

19 **A.** Yes, it has. During the first round of arbitrations in 1996 Verizon claimed that it
20 was not technically possible to provide the directory assistance database via a download.

BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996, Order of Georgia Consumers' Utility Counsel, Docket No. 11901-U at 9 (February 2001).

² Michigan Bell Telephone Company Tariff M.P.S.C. No. 20R, Part 24, Section 2, Effective August 27, 2001.

1 Notwithstanding this claim, Verizon, then Bell Atlantic, found a way to provide the
2 database via a download once it was ordered to do so by the Virginia State Corporation
3 Commission (“SCC”) and other state commissions. In short, their claim regarding
4 technical feasibility is not credible.

5
6 **Q. Is MCIIm precluded from receiving CNAM as a UNE in a batch download**
7 **format by the FCC’s Rules?**

8 A. No. Verizon attempts to argue that because Verizon Virginia makes access to
9 CNAM available to CLECs via a signaling protocol on a switch query basis only, it
10 already complies with the Commission’s Rules and should not be required to offer
11 CNAM in a download format. Verizon Direct Testimony 13–14. As demonstrated
12 above, download access to the CNAM databases is, however, technically feasible.

13 Moreover, Verizon’s argument ignores the broader duty imposed on ILECs to
14 offer nondiscriminatory access to the database. Indeed, the access they propose is
15 analagous to that which previously existed with respect to the ILEC’s directory assistance
16 listing (“DAL”) database. After the Local Competition Order issue in 1996, MCIIm and
17 others sought download access to the ILEC’s DAL databases. In response, this
18 Commission specifically found that the LECs may not restrict access to the DAL database
19 by restricting access to per-query access only. The FCC made clear in 1999 that ILECs
20 are obligated to provide the directory assistance database via a download. There is no
21 reason why the CNAM database should not be provided in the same fashion:

22 Although some competing providers may only want per-query access to the
23 providing LEC’s directory assistance database, per-query access does not
24 constitute equal access for a competing provider that wants to provide directory

1 assistance from its own platform. With only per-query access to the providing
2 LECs database, new entrants would incur the additional time and expense that
3 would arise from having to take the data from the providing LEC's database on a
4 query-by-query basis then entering the data into its own database in a single
5 transaction. *** Such extra costs and the inability to offer comparable services
6 would render the access discriminatory.

7
8 1999 Directory Listing Order at ¶ 152.

9 Similarly, the CNAM database is a call-related database and competitors' access
10 to this database should not be limited to a per-query basis only. To allow Verizon to
11 restrict access to the CNAM database allows Verizon to discriminate against competing
12 carriers, which the Commission has explicitly prohibited in a similar context.

13
14 **Q. Does full or batch access to the CNAM database compromise customer**
15 **proprietary information?**

16 A. No. Verizon mischaracterizes the similarities of DAL information and the CNAM
17 database here to draw an erroneous analogy. While MCI believes that access to the two
18 databases should be analogous (i.e., nondiscriminatory) and the technology for making
19 the two databases accessible in a download format are the same, CNAM serves a different
20 function than DAL information. For instance, while a customer may request that their
21 DA listing be non-published or unlisted, in the case of CNAM, the customer must
22 actively initiate a privacy indicator in addition to being non-published or unlisted.

23 The TR11-88 CNAM protocol mandates the use of a privacy indicator which
24 allows a calling party to permanently block a read-out to all called parties. Customers can
25 also independently use *67. The privacy indicator is stored in the CNAM record and the

1 network switches are configured to recognize the privacy indicator and prevent the
2 information from being shown on the terminating equipment.

3 Although a privacy indicator is how non-published numbers are kept from being
4 shown, if the customer has not configured its privacy indicator, either through procedures
5 made available by the ILEC or by dialing *67 before a call, even Verizon would not be
6 prevented from displaying the customer's calling name information.

7 Although Verizon asserts that MCIIm does not need names for those customers
8 who are unlisted and have a privacy indicator, the line number is necessary to verify and
9 audit the information WorldCom would receive from Verizon. Verizon could easily strip
10 the customer information, as it does for DAL. In those instances where customers call
11 from an office with multiple lines, the customer generally configures the display
12 information in its own PBX. We would hope Verizon is not advocating a situation where
13 they would change the ANI of the calling customer. While such a number can be blocked
14 through the privacy indicator, changing an ANI would violate the rules.

15

16 **Q. Does full or batch access to the CNAM database compromise safeguards**
17 **implemented by Verizon to prevent misuse of the CNAM database?**

18 A. No. Although Verizon would have the Commission believe that any carrier other than
19 Verizon would automatically misuse the CNAM database by exploiting customer
20 information, MCIIm as a carrier is bound by the same laws as Verizon. Verizon would
21 rather keep the query-by-query access in place because it affords Verizon complete
22 control over the data, and enables Verizon to discriminate by charging CLECs every time
23 they dip the Verizon database. Allowing a CLEC to make full use of the data as a UNE

1 as defined under the Act, however, will not change CLECs' obligations to comply with
2 the law and similarly protect customer information in the same manner as Verizon.

3
4 **Q. Please summarize your testimony.**

5 A. In summary, because CNAM is a UNE the Act requires Verizon to make this
6 element available in a manner for MCIIm to use it to provision any telecommunications
7 service it wants to consistent with the Act. This database and the information it contains
8 must also be made available to MCIIm in the same manner as Verizon makes the
9 information available to itself and other telecommunications carriers. The Commission
10 should find that Verizon cannot act in a discriminatory manner and restrict access to its
11 CNAM database to a per-query or per-dip basis only. Competitors, such as MCIIm, need
12 access to the CNAM database in a bulk, downloadable format that allows for efficient
13 competition and improved service quality to customers.

14
15 **Q. Does this complete your testimony?**

16 A. Yes.


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AFFIDAVIT OF MICHAEL J. LEHMKUHL

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Michael J. Lehmkuhl, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.


Michael J. Lehmkuhl

Subscribed and Sworn to before me this
5th day of September, 2001.



Notary Public

Virginia J. Taylor
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires 4/30/05